



STATE OF DELAWARE
EXECUTIVE DEPARTMENT
OFFICE OF MANAGEMENT AND BUDGET

August 1, 2017

TO: ALL STATE AGENCIES, SCHOOL DISTRICTS, MUNICIPALITIES, VOLUNTEER
FIRE COMPANIES AND POLITICAL SUBDIVISIONS

FROM: Walt Gorman
STATE CONTRACT PROCUREMENT OFFICER I
302-857-4556

SUBJECT: **AWARD NOTICE – ADDENDUM #4, EFFECTIVE December 17, 2019**
CONTRACT NO. GSS17498-REPAIR_SVCS
Collision Repair Services

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OF
KEY CONTRACT INFORMATION**

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KEY CONTRACT INFORMATION

Addendum #1 adds Winner Dover, LLC and Winner Premier Collision effective August 4, 2017.

Addendum #2 adds Fred Drake Automotive effective August 24, 2017.

Addendum #3 extends the contract, effective August 1, 2019.

Addendum #4 changes Chevrolet of Dover to Hertrich Collision Center of Dover, Inc. after acquisition and assumption of contracts by Hertrich.

1. MANDATORY USE CONTRACT

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REF: Title 29, Chapter 6911(d) Delaware Code. Every state department and agency within the Executive Branch and Judicial Branch of the state government shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, the operations funded by Public School Districts, Delaware Transit Corporation, the Legislative Branch and the Board of Pension Trustees and their consultants are specifically exempted from the requirements of this subsection.

2. CONTRACT PERIOD

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Each contractor’s contract shall be valid for a two (2) year period from August 1, 2017 through July 31, 2019. Each contract may be renewed for three (3) one (1) year periods through negotiation between the contractor and Government Support Services. Negotiation may be initiated no later than ninety (90) days prior to the termination of the current agreement.

Addendum #3 extends the contract for one year, through July 31, 2020, under the same pricing, terms and conditions, effective August 1, 2019.

3. VENDORS

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<p>GSS17498-REPAIR_SVCSV01 B&G Auto Body, Inc. 863 Old Baltimore Pike Newark, DE 19702 Contact: David Betts, Jr. Phone: 302-454-7500 Fax: 302-454-7484 Email: bgglass@comcast.net FSF#: 0000135973 Awarded: New Castle County</p>	<p>GSS17498-REPAIR_SVCSV02 Chevrolet of Dover 1450 S. DuPont Hwy Dover, DE 19901 Contact: Matthew Kersey Phone: 302-674-0100 Fax: 302-674-8201 Email: mkersey@chevroletofdover.com FSF#: 0000288009 Awarded: Kent County</p>	<p>GSS17498-REPAIR_SVCSV03 First State Motors 22694 DuPont Blvd. Georgetown, DE 19947 Contact: Bill Hansen Phone: 302-856-7575 Fax: 302-856-7593 Email: rpugh@1ststatechevy.com FSF#: 000024226 Awarded: Sussex County</p>
<p>GSS17498-REPAIR_SVCSV04 Fred Drake Automotive 4195 DuPont Pkwy Townsend, DE 19734 Contact: R. Fred Drake, Jr. Phone: 302-378-4877 Fax: 302-378-8679 Email: freddrakeauto@gmail.com FSF#: 0000027587 Awarded: New Castle County</p>	<p>GSS17498-REPAIR_SVCSV09 Hertrich Collision Center of Dover, Inc. 1261 Governors Ave Dover, DE 19901 Contact: Dale Vanschaik Phone: 302-526-2821 Email: dvanschaik@hertrichs.com FSF#: 0000510711 Awarded: Kent County</p>	<p>GSS17498-REPAIR_SVCSV05 i.g. Burton and Company, Inc. 793 Bay Road Milford, DE 19963 Contact: Pete Renzi Phone: 302-422-3041 Fax: 302-265-1416 Email: peterenzi@igburton.com FSF#: 0000024647 Awarded: Kent County</p>

<p>GSS17498-REPAIR_SVCSV06 i.g. Burton of Lewes, LLC 17861 Coastal Highway Lewes, DE 19958 Contact: Pete Renzi Phone: 302-645-6221 Fax: 302-265-1416 Email: peterenzi@igburton.com FSF#: 0000302779 Awarded: Sussex County</p>	<p>GSS17498-REPAIR_SVCSV07 Winner Dover, LLC 591 S. DuPont Hwy Dover, DE 19901 Contact: Charlie Smith Phone: 302-735-8484 Fax: 302-735-8483 Email: csmith@winnerauto.com FSF#: 0000025747 Awarded: Kent County</p>	<p>GSS17498-REPAIR_SVCSV08 Winner Premier Collision 520 S. Walnut St. Wilmington, DE 19801 Contact: Harry Hitchens Phone: 302-571-5200 Fax: 302-652-7468 Email: hhitchens@winnerauto.com FSF#: 0000137906 Awarded: New Castle County</p>
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4. SHIPPING TERMS

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F.O.B. destination; freight pre-paid.

5. DELIVERY AND PICKUP

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When a vendor has been selected for a specific repair job, the contractor shall pick up the vehicle from the ordering agency’s facility and transport it to the contractor’s facility at NO ADDITIONAL COST OR CHARGES TO THE STATE. (Please note: Vendors may identify the cost of transportation to pick up non-drivable vehicle to a service facility. Delivery, after repairs are completed, shall be without cost).

Once repairs have been successfully completed, the vehicle shall be delivered by the contractor back to the ordering agency’s location during regular state working hours of 8 AM to 4:30 PM. Alternate requests to pick up or deliver a vehicle during non-regular working hours will only be deemed acceptable with prior approval of the authorizing agency.

NOTE: No cost pick up and delivery shall refer to transportation within the county that the vendor is located. Should a vendor be located in reasonable proximity of a county line, the bidding vendor shall be expected to offer free pick up and delivery for the first 20 miles from the requesting agency to the vendor location.

Should an agency elect to utilize a vendor in an alternate county, the agency must anticipate a possible transportation cost, and additional time for pick up and delivery. Any additional costs or time shall be negotiated and acknowledged in writing prior to scheduling a vehicle for service, or the establishment of an active collision repair work order being established.

6. PRICING

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Prices will remain firm for the term of the contract year.

To review pricing, please refer to the Pricing Spreadsheet which can be retrieved from the Collision Repair Services main contract page.

Information provided includes pricing, equipment, personnel and work processes. Agencies are encouraged to review these details to make sure they are choosing the most appropriate vendor for their individual job.

ADDITIONAL TERMS AND CONDITIONS

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7. BILLING

The successful vendor is required to **"Bill as Shipped" to the respective ordering agency(s).** Ordering agencies shall provide at a minimum the contract number, ship to and bill to address, contract name and phone number.

8. PAYMENT

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

9. PRODUCT SUBSTITUTION

All items delivered during the life of the contract shall be of the same type and manufacture as specified unless specific approval is given by Government Support Services to do otherwise. Substitutions may require the submission of written specifications and product evaluation prior to any approvals being granted.

10. ORDERING PROCEDURE

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

11. PURCHASE ORDERS

Agencies that are part of the First State Financial (FSF) system are required to identify the contract number GSS17498-REPAIR_SVCS on all Purchase Orders (P.O.) and shall complete the same when entering P.O. information in the state's financial reporting system.

12. REQUIREMENTS

The Contractor will provide and perform all collision repair services in a "first class," professional, technically proficient and timely manner. The work will include, but not necessarily be limited to:

- a) Removing dents,
- b) Fixing collision damage repair,
- c) Body part(s) replacement,

- d) Painting – including matching color and paint finishes to show no bubbles, ripples, blisters or other cosmetic blemishes,
- e) All broken glass and/or non-repairable parts shall be removed and replaced,
- f) All hazardous chemicals or components (i.e. batteries) must be disposed of in a legal and environmentally responsible manner. (The vendor shall be responsible for any completion and/or retention of necessary paperwork).

For a complete list of contract specifications please refer to the original bid solicitation document(s). Any contract specific documentation will be accessible through the hyperlink(s) provided on this contract's details page.

13. HOLD HARMLESS

The contractor agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the contractor, its employees, and invitees on or about the premises and which arise out of the contractor's performance, or failure to perform as specified in the Agreement.

14. NON-PERFORMANCE

In the event the contractor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the contractor. Under no circumstances shall monies be due the contractor in the event open market products can be obtained below contract cost. Any monies charged to the contractor may be deducted from an open invoice.

15. FORCE MAJEURE

Neither the contractor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

16. AGENCY'S RESPONSIBILITIES

The Agency shall:

- a. Examine and review in detail all letters, reports, drawings and other documents presented by the Contractor to the Agency and render to the Contractor in writing, findings and decisions pertaining thereto within a reasonable time so as not to delay the services of Contractor.
- b. Give prompt written notice to the Contractor whenever the Agency observes or otherwise becomes aware of any development that affects the scope or timing of the Contractor's services.
- c. When an ordering agency first experiences a relatively minor problem or difficulty with a vendor, the agency will contact the vendor directly and attempt to informally resolve the problem. This includes failure to perform by the date specified and any unacceptable difference(s) between the purchase order and the merchandise received. Ordering agencies should stress to vendors that they should expedite correction of the differences because failure to reply may result in an unfavorable rating in the execution of the awarded contract.

- d. The state has several remedies available to resolve non-performance issues with the contractor. The Agency should refer to the Contract Terms and Conditions to view these remedies. When a default occurs, the Agency should first review the contract to confirm that the issue is a part of the contract. If the issue is not covered by the contract, the state cannot expect the contractor to perform outside the agreement. If the issue is a part of the contract, the Agency or GSS - Contracting must then contact the contractor, discuss the reasons surrounding the default and establish a date when the contractor will resolve the non-performance issue.

- e. If there is a performance deficiency, a Corrective Action Report (CAR) may be used. Complete this form to report concerns with vendors or commodities. Be sure to furnish as much detail as possible. <http://gss.omb.delaware.gov/divisionwide/forms.shtml>.